



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

A. Job Offer Information

1. Job Title * Nursery workers							
2. Workers Needed *		a. Total	b. H-2A	Period of Intended Employment			
		49	49	3. Begin Date * 1/11/2022		4. End Date * 8/26/2022	
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Anticipated days and hours of work per week *							7. Hourly work schedule *
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
							a. <u>7</u> : <u>30</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
							b. <u>1</u> : <u>30</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units/Special Pay Information \$	
\$ <u>12</u> <u>08</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____			
9. Is a completed Addendum A providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Frequency of Pay. * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) The employer will make the following deductions: Social Security tax and federal income tax withholdings as required by Federal, State and local law, cash advances, overpayment of wages, and any other deductions expressly authorized by the worker in writing.							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or Higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	
0		0	
4. Basic Job Requirements (check all that apply) *			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> g. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> h. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> i. Extensive sitting or walking	
<input type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> j. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> k. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. \$	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Additional Information Regarding Job Qualifications/Requirements. (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) *			
See Addendum C			

C. Place of Employment Information

1. Address/Location *			
4715 S Hammock Rd.			
2. City *	3. State *	4. Postal Code *	5. County *
Zolfo Springs	Florida	33890	Hardee
6. Additional Place of Employment Information (If no additional information, enter " NONE " below) *			
None			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

D. Housing Information

1. Housing Address/Location *			
217 S Mango			
2. City *	3. State *	4. Postal Code *	5. County *
Sebring	Florida	33870	Highlands
6. Type of Housing *		7. Total Units *	8. Total Occupancy *
Labor Camp		1	28
9. Housing complies or will comply with the following applicable standards: *		<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal	
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



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E. Provision of Meals

<p>1. Describe <u>how</u> the employer will provide each worker with 3 meals a day or furnish free and convenient cooking and kitchen facilities. * (Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>Employer will provide free, convenient and fully equipped with refrigerator, stove, pots, pans, utensils and counter space cooking and kitchen facilities to workers living in employer provided housing, which will enable workers to prepare their own meals. Also will provide transportation once per week to go to the stores and do laundry.</p>	
2. If meals are provided, the employer: *	<input checked="" type="checkbox"/> WILL NOT charge workers for such meals.
	<input type="checkbox"/> WILL charge workers for such meals at \$ <u> </u> . <u> </u> per day per worker.

F. Transportation and Daily Subsistence

<p>1. Describe the terms and arrangement for daily transportation the employer will provide to workers. *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>See Addendum C</p>		
<p>2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *</p> <p>(Please begin response on this form and use Addendum C if additional space is needed.)</p> <p>See Addendum C</p>		
3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u> 13 </u> . <u> 17 </u> per day *
	b. no more than	\$ <u> 55 </u> . <u> 00 </u> per day with receipts

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G. Referral and Hiring Instructions

1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer, or the employer's authorized hiring representative, methods of contact, and the days and hours applicants will be considered for the job opportunity. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Applicants should contact the nearest Career Center for preemployment screening before contacting the employer, workers that meet the criteria will be interviews via telephone. All referrals are to be made to Salvador Barajas (863) 464-0496 Monday through Friday 9:00 am to 5:00 pm. Prior to referral, each worker should either read or have read to them a copy of the Job Offer and they understand all the terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the Job Offer and should be available to work in any one of the listed activities at the discretion of the employer.

2. Telephone Number to Apply *

+1 (863) 464-0496

3. Email Address to Apply *

SB.Harvestinginc@gmail.com

4. Website address (URL) to Apply *

N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No



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I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. Transportation to Place of Employment (Inbound)

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. Transportation from Place of Employment (Outbound)

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



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If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).



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11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



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17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.

1. Last (family) name *	2. First (given) name *	3. Middle initial \$
Barajas	Salvador	
4. Title *		
Owner		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By <i>Certifying Officer</i>		11/24/2021

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement (1205-0466)

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Windmill Farms Nurseries, Inc.	4715 S Hammock Rd. Zolfo Springs, Florida 33890 HARDEE	None	1/11/2022	8/26/2022	49



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D. Additional Housing Information

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Applicable Housing Standards *
Mobile Home	108 Sarasota St Lake Placid, Florida 33852 HIGHLANDS	The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.	1	12	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Cinder Block	148 Serenity Ave Lake Placid, Florida 33852 HIGHLANDS	The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.	1	8	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Cinder Block	976 Lake Drive E Lake Placid, Florida 33852 HIGHLANDS	The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.	1	16	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Labor Camp	7 SW Vista Lake Placid, Florida 33852 HIGHLANDS	The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.	1	14	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
Labor Camp	1209,1211 W Circle St. Avon Park, Florida 33825 HIGHLANDS	The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.	3	25	<input checked="" type="checkbox"/> Local <input checked="" type="checkbox"/> State <input checked="" type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
					<input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Federal
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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * The Specialized Farm Labor position includes the planting, growing, maintenance, and packing of plant material. All workers are required to adhere to important safety, quality and production standards alongside fellow workers with a positive, professional, team-based attitude and a consideration for the safety and health of fellow workers. Primary Responsibilities include: Accurately and quickly planting young plant material (plugs or liners) while on potting line conveyor Accurately and quickly pruning plant material to designated specifications Applying care tags and bar codes Assembling, disassembling and/or repairing shipping racks for use or storage Assembling and/or moving plant material on shipping trays Applying fertilizer Unloading trucks and rearranging racks with or without plant material Pulling, loading, offloading and/or consolidating plant material (plants, plugs or liners) to/from field or production barn as needed and according to job orders and instructions Repairing and maintaining production and non-production areas such as ground cover repair, grass trimming and weeding at times using mower or gas-powered trimmers Re-spacing, spreading, consolidating or dumping plant material according to task/job orders Executing task work orders and documenting quantities and the status of completion Performing general housekeeping duties such as sweeping, mopping, and picking up trash or debris around the farm Weeding plant material Identifying and reporting plant quality issues including removing debris, dirt or poor-quality foliage prior to shipping Operating or working on production line using soil mixers, flat fillers, conveyors, and potting machines Replacing plant containers as needed prior to shipping Placing lot tags in production lots Pruning or trimming plants as instructed by a grower using pruning shears, scissors, or mechanical trimming equipment Operating a forklift, farm tractor, golf cart and/or electric tug Employees are expected to show up to work on all scheduled work days. Employee must let Supervisor know 7 days in advance if they will need to be absent on a given day. In case of emergency or illness, employee must notify supervisor by 8 am that they will not be able to show up for work. Employees are expected to show up to work on time at the start of each work day and be at work until the end of the work day. Also, breaks and lunches will be taken at the appropriate times (10-10:15am break and 12:00 -12:45pm lunch) Any absence outside of the established parameters will be considered Unexcused. Excessive Unexcused absences will be addressed as follows: First Unexcused absence- Written warning Second Unexcused absence- Final written warning Third Unexcused absence- Dismissal/Termination Excessive Absences will be addressed as follows: More than 3 days within a 30-day period will be addressed accordingly and appropriate action will be taken. Tardiness will be addressed as follows: More than 5 tardies within a 30-day period will be addressed accordingly and appropriate action will be taken. Employees are expected to produce a high-quality job/product. This includes, but is not limited to: Participation in company GPS program. Performing tasks to required specification. Maintaining work areas clean and organized.			

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (up to 3,500 characters) * This type of work, involves working conditions that require tremendous stamina, a high level of physical activity in cold or extremely hot conditions in direct sunlight and in adverse weather such as rain. The work requires a high level of physical conditioning. Due to the type of work involved, there is a Probationary Period of two (2) days beginning with the first day of employment, to show possession of the requisite physical strength and endurance to perform this type of work.			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. In the event a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.			

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * For workers residing in the employers housing, the employer will provide transportation between the workers living quarters, and the employers work site and return without cost to the worker, employer will have free transportation available for workers not residing in the employers housing, workers will be transported to the work site from a designated daily job reporting site and at the end of the work day they will be transported back to the reporting site.			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for cost incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. The inbound transportation will be reimbursed on the basis of no less than the most			

f. Job Offer Information 6

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Referral and Hiring Instructions Spanish V
3. Details of Material Term or Condition (up to 3,500 characters) * Antes de contactar con el empleador, todos los solicitantes deberan contactar con la oficina de empleos mas cercana para el proceso de seleccion pre empleo, a los seleccionados se les hara una entrevista via telefonica. Todas las referencias deberan ser hechas a Salvador Barajas (863) 464-0496 , de Lunes a Viernes 9:00 am a 5:00 pm. Antes de ser referidos, los trabajadores deberan de leer o ser leído la oferta de trabajo y entender todos los términos y las condiciones de empleo, también que se espera que trabajen durante el termino de empleo especificado y que deben estar disponibles para cualquier actividad mencionada a discreción del patrón.			



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Cont
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * economical and reasonable charges for the distance involved. If the worker completes the work contract period, or is terminated without cause, the employer will provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that contract to provide or pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer will provide or pay for such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract has agreed to pay for the workers transportation and daily subsistence expenses from the employers work site to such subsequent employers work site, the employer is not required to provide or pay for such expenses.			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Spar
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Para los trabajadores contratados más allá de la distancia de viaje normal, después de completar el 50 por ciento del período del contrato de trabajo, el empleador reembolsará al trabajador los costos incurridos por el trabajador por el transporte y la subsistencia diaria, según lo exigen las regulaciones del DOL, desde el lugar desde el cual El trabajador ha venido a trabajar para el empleador al lugar de empleo. El transporte entrante será reembolsado sobre la base de no menos que los cargos más económicos y razonables por la distancia involucrada. Si el trabajador completa el período del contrato de trabajo, o es despedido sin causa, el empleador proporcionará o pagará el transporte y la subsistencia diaria del trabajador desde el lugar de trabajo hasta el lugar desde el cual el trabajador, sin tener en cuenta el empleo intermedio, vino a trabajar para el empleador, o, si el trabajador ha contratado a un empleador posterior que no ha acordado en ese contrato proporcionar o pagar el transporte de los trabajadores y los gastos de subsistencia diarios desde el lugar de trabajo de los empleadores hasta el lugar de trabajo de dichos empleadores, el empleador proporcionará o pagará tales gastos; excepto que, si el trabajador ha contratado un empleo con un empleador posterior que, en ese contrato, ha acordado pagar el transporte de los trabajadores y los gastos diarios de subsistencia desde el lugar de trabajo del empleador hasta el lugar de trabajo del empleador posterior, el empleador no está obligado a proporcionar o pagar para tales gastos.			

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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Para los trabajadores que residen en la vivienda del empleador, el empleador proporcionará transporte entre las viviendas del trabajador y el lugar de trabajo del empleador y regresará sin costo para el trabajador, el empleador tendrá transporte gratuito disponible para los trabajadores que no residen en la vivienda del empleador, los trabajadores serán transportados al sitio de trabajo desde un sitio de informes de trabajo diario designado y al final de la jornada laboral serán transportados de regreso al sitio de informes.			

j. Job Offer Information 10

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Meal Provision Spanish Version
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * El patrón proveerá gratuitamente un lugar conveniente y total mente equipado con refrigerador, estufa, ollas, sartenes, utensilios y espacio con mostrador para cocinar, a los empleados que se alojen en las viviendas proporcionadas por el patrón para que puedan preparar sus propios alimentos. También proveerá trasporte una vez por semana a las tiendas y a lavar ropa.			

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H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Job Requirements Spanish Version
3. Details of Material Term or Condition (up to 3,500 characters) * Este tipo de trabajo implica condiciones de trabajo que requieren una resistencia tremenda, un alto nivel de actividad física en condiciones de frío o calor extremo bajo la luz solar directa y en condiciones climáticas adversas como la lluvia. El trabajo requiere un alto nivel de acondicionamiento físico. Debido al tipo de trabajo involucrado, hay un Período de prueba de cinco (5) días que comienza con el primer día de empleo, para mostrar la posesión de la fuerza física y la resistencia necesarias para realizar este tipo de trabajo.			

l. Job Offer Information 12

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Pay Deductions Spanish Version
3. Details of Material Term or Condition (up to 3,500 characters) * El empleador realizará las siguientes deducciones: retención del impuesto a la Seguridad Social y del impuesto federal sobre la renta, según lo exijan las leyes federales, estatales y locales, adelantos en efectivo, pago excesivo de salarios y cualquier otra deducción expresamente autorizada por el trabajador por escrito.			



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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Con...
3. Details of Material Term or Condition (up to 3,500 characters) * Employees are expected to show up to work each day ready to give 100% effort in the execution of their tasks. Employees are also highly encouraged to provide feedback for continuous improvement and to help create a more productive work environment. Additional Responsibilities include: Monitoring soil moisture levels and evaluating environmental factors in order to create and execute an irrigation plan Performing basic preventive maintenance or minor repairs of farm equipment such as tractors, golf carts, sanitation and/or irrigation equipment such as hoses, water breakers, fog lines, drip lines, sprinkle heads, and wands Opening and/or closing of shade/greenhouses according to schedule Installing and/or removing winter plastic Maintaining and cleaning farm drainage ditches and roadways Using and maintaining spray equipment as needed to apply fertilizer or other chemicals as may be required Placing or stacking pots Properly mixing, measuring, and applying a wide range of pesticides, fungicides, and herbicides in order to execute work orders for sprays and drenches Repairing or replacing benches and/or growing structures Operating a front-end loader or bobcat Staging production items including coconut coir, hydra fiber (wood fiber) and chemicals Transporting hard goods (pots, trays, tags, etc.) to correct farm location Specific health and safety requirements include but are not limited to: Receiving and adhering to training requirements such as Worker Protection Standards, Pesticide Sprayer Training, etc. Attending daily meetings to discuss safety, quality and productivity Maintaining a clean and safe work environment Using required Personal Protective Equipment (PPE) and adhering to all Safety Procedure and OSHA regulations Inspecting, conducting preventive maintenance and reporting any equipment problems to an agency department supervisor Reporting any hazards, work related injuries or near misses immediately to an agency department supervisor Completing and passing a sprayer training, lung and FIT tests, as may be required for specific job duties Employees are all expected to follow all established safety rules and procedures. This includes, but is not limited to: Using proper safety equipment. Eye protection. Gloves. Ear protection. Seat Belts. Following all safety rules. Driving on property. Safe use of machinery/equipment. Reporting ALL safety incidents. Employees are expected to take an active role in creating a safe work environment and culture of safety. Physical requirements of the job include:			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version
3. Details of Material Term or Condition (up to 3,500 characters) * El puesto de trabajo agrícola especializado incluye la plantación, cultivo, mantenimiento y empaque de material vegetal. Los trabajadores tienen que trabajar juntos para establecer estándares de seguridad, salud y calidad. Las responsabilidades principales incluyen: • Sembrar plantas jóvenes de forma precisa y rápida (tapones o revestimientos) mientras se encuentra en la línea transportadora de macetas • Poda precisa y rápida del material vegetal según las especificaciones designadas • Aplicar etiquetas de cuidados y códigos de barras • Montaje, desmontaje y / o reparación de envíos para uso o almacenamiento. • Montaje y / o traslado de material vegetal en bandejas de envío • Aplicar fertilizante • Descarga de camiones y cremalleras de tracción trasera con o sin material vegetal. • Tirar, cargar, descargar y / o consolidar plantas (plantas, tapones o revestimientos) hacia / desde el campo o órdenes de producción e instrucciones • Reparación y mantenimiento de áreas de producción y de no producción utilizando segadoras o podadoras a gas. • Re-espaciamento, distribución, consolidación o descarga de material vegetal de acuerdo con las tareas / órdenes de trabajo. • Ejecutar tareas, órdenes de trabajo y documentar cantidades y el estado de finalización • Realizar tareas generales de limpieza como barrer, trapear y recoger basura o escombros alrededor de la granja. • Desmalezar material vegetal • Identificar e informar problemas de calidad de la planta, incluida la eliminación de escombros, suciedad o follaje de mala calidad antes del envío • Operar o trabajar en líneas de producción utilizando mezcladoras de suelo, rellenos planos, transportadores y máquinas para macetas. • Reemplazar los contenidos de la planta según sea necesario antes del envío • Colocación de etiquetas de lote en lotes de producción • Podar o podar plantas según las instrucciones de un cultivador utilizando tijeras de podar, tijeras o equipos de poda mecánicos. • Operar una carretilla elevadora, un tractor agrícola, un carrito de golf y / o un remolcador eléctrico. • Se espera que los empleados se presenten a trabajar en todos los días de trabajo programados. • El empleado debe informar al Supervisor con 7 días de anticipación si necesita estar ausente en un día determinado. • En caso de emergencia o enfermedad, el empleado debe notificar al supervisor antes de las 8 am para que puedan presentarse a trabajar. Hasta el final de la jornada laboral. Además, se tomarán descansos y almuerzos en los horarios apropiados (10-10: 15am y 12pm -12: 45pm almuerzo) • Cualquier ausencia fuera de los parámetros establecidos se considerará injustificada. • Las ausencias injustificadas excesivas se abordarán de la siguiente manera: Primera ausencia injustificada: advertencia escrita Segunda ausencia injustificada: advertencia final por escrito Tercera ausencia injustificada: despido / terminación • Las ausencias excesivas de la siguiente manera: • Más de 3 días dentro de un período de 30 días se abordarán en consecuencia y se tomarán las medidas apropiadas. • La tardanza se abordará de la siguiente manera. • Más de 5 llegadas tarde dentro de un período de 30 días se abordarán en consecuencia y se tomarán las medidas apropiadas.			



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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version Cont....
3. Details of Material Term or Condition (up to 3,500 characters) * <ul style="list-style-type: none">• Se espera que los empleados produzcan un trabajo / producto de alta calidad. Esto incluye, pero no se limita a: Participación en el programa CPS de la empresa. Realizar tareas a la especificación requerida. Mantener áreas de trabajo limpias y organizadas. Todos Informe todos los problemas de calidad a sus supervisores inmediatos. No Enorgullecerse de su trabajo y producir un trabajo / producto de alta calidad.• Se espera que los empleados completen tareas en los tiempos estándar establecidos y se medirán en consecuencia. La tarea se entregará con el resultado estándar esperado o superior.• Se espera que los empleados documenten adecuadamente la información apropiada para completar la tarea.• Hora de inicio, hora de finalización, cantidad, personas etc.• Se espera que los empleados ingresen el código correcto en función de las tareas que se realizan:• Se espera que los empleados muestren hasta un 100% de esfuerzo en la ejecución de sus tareas.• Se alienta a los empleados a proporcionar mejoras continuas y ayudar a crear entornos de trabajo más productivos. <p>Las responsabilidades adicionales incluyen:</p> <ul style="list-style-type: none">• Monitorear los niveles de humedad del suelo y evaluar los factores ambientales para crear y ejecutar un plan de riego.• Realizar mantenimiento preventivo básico o reparaciones menores de equipos agrícolas como tractores, carros de golf, equipos de saneamiento y / o riego como mangueras, interruptores de agua, líneas de niebla, líneas de goteo, cabezales de aspersión y varillas.• Apertura y / o cierre de sombra / invernaderos de acuerdo al horario• Instalar y / o retirar el plástico de invierno.• Mantenimiento y limpieza de zanjas de drenaje y caminos.• Usar y mantener el equipo de pulverización como fertilizante u otros productos químicos, según sea necesario.• Colocación o apilamiento de macetas• Mezclar, medir y aplicar adecuadamente una amplia gama de pesticidas, fungicidas y herbicidas para ejecutar el trabajo.• Reparación o reemplazo de bancos y / o estructuras de cultivo.• Operar un cargador frontal o bobcat• Puesta en escena de elementos de producción que incluyen fibra de coco, fibra de hidra (fibra de madera) y productos químicos.• Transporte de productos duros (ollas, bandejas, etiquetas, etc.) para corregir la ubicación de la granja.• Los requisitos específicos de salud y seguridad incluyen, pero no se limitan a:• Recibir y adherirse a los requisitos de capacitación, tales como los Estándares de Protección del Trabajador, Capacitación sobre Pulverizadores de Pesticidas, etc.• Asistir a reuniones diarias para hablar sobre seguridad, calidad y productividad.• Mantener un ambiente de trabajo limpio y seguro.• Usar el Equipo de Protección Personal (PPE) requerido y cumplir con el Procedimiento de Seguridad y las regulaciones de OSHA.• Inspeccionar, realizar mantenimiento preventivo e informar cualquier problema de equipo al supervisor del departamento de una agencia.• Informar cualquier peligro, lesiones relacionadas con el trabajo o casi accidentes de inmediato al supervisor del departamento de una agencia.			

p. Job Offer Information 16

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Cont...
3. Details of Material Term or Condition (up to 3,500 characters) * <p>Employees may volunteer to work additional hours when work is available. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employers control. These periods can occur any time throughout the season.</p> <p>Workers will be expected to conform to the specific instructions given for each days work. A farm manager, supervisor, or a designated employee will provide instructions and general supervision. The supervisor will make daily individual work assignments, team or crew assignments, and determine location of work as the needs of the operation dictates. Workers may be assigned a variety of duties in any given day and different tasks on different days.</p> <p>Persons seeking employment as a Specialized Farm Laborer must be available for the entire period requested by the employer. Successful applicants will be subject to a trial period of up to 2 days during which their performance of required tasks will be evaluated. If the performance is not acceptable to the employer in its sole discretion the worker will be terminated.</p> <p>All domestic and/or nonresident seasonal workers employed pursuant to this job order who satisfactorily completed the previous crop season may be compensated above the stated hourly wage rate. The decision to pay above the stated prevailing hourly rate will be made by the employer, at his sole discretion, and will be based on factors including the recipients performance and tenure. Employer retains the right to discharge an obviously unqualified worker, malingerer, or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium product. All terms and conditions in the job order will apply equally to all workers, domestic and foreign, employed under this job order. The employer will not guarantee to pay the worker a bonus but reserves the right to optionally offer a bonus if exceptional job performance is exhibited.</p> <p>A copy of the work contract or a copy of the ETA 790 in lieu of a work contract, and any modifications, will be provided to the H-2A worker no later than the time at which the worker applies for the Visa, or to a worker in corresponding employment, no later than on the day work commences. For an H-2A worker going from an H-2A employer to a subsequent H-2A employer, a copy of the contract will be provided no later than the time an offer of employment is made by the subsequent H-2A employer.</p>			



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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties Spanish Version
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <ul style="list-style-type: none">• Completar y aprobar un entrenamiento de pulverizador, pruebas largas y FIT, según sea necesario para tareas específicas de trabajo.• Se espera que los empleados sigan todas las reglas y procedimientos de seguridad establecidos. Esto incluye, pero no se limita a:• Usar el equipo de seguridad adecuado.• Protección de los ojos.• Guantes.• Protección auditiva.• Cinturones de seguridad.• Seguir todas las reglas de seguridad.• Conducir en la propiedad.• Uso seguro de maquinaria / equipo.• Informar TODOS los incidentes de seguridad.• Se espera que los empleados desempeñen un papel activo en la creación de un ambiente de trabajo seguro y una cultura de seguridad. <p>Los requisitos físicos del trabajo incluyen:</p> <ul style="list-style-type: none">• Trabajar al aire libre y estar expuesto a elementos como el calor, el frío, la niebla y la lluvia.• Pararse y caminar por largos períodos de tiempo.• Inclinar, doblarse y alcanzar con frecuencia• Leer, escribir y completar matemáticas básicas• Elevación a la altura del hombro y más arriba, material vegetal que pesa hasta 25 libras• Levantar material vegetal general de hasta 50 lbs.• Arrastre de mangueras de riego.• Trabajando desde alturas <p>Los trabajadores se presentarán a trabajar a la hora y en el lugar designados según las indicaciones del supervisor cada día. El trabajo estándar es de 7 horas por día, de lunes a viernes y aproximadamente 5 horas los sábados. En los campos del clima, los pedidos y la madurez de los cultivos. Los empleados pueden ser voluntarios para trabajar horas adicionales cuando hay trabajo disponible. Los trabajadores deben esperar períodos ocasionales de poco o nada de trabajo debido al clima, la cosecha u otras condiciones fuera del control del empleador. Estos períodos pueden ocurrir en cualquier momento durante la temporada.</p> <p>Se espera que los trabajadores cumplan con las instrucciones específicas dadas para el trabajo de cada día. Un gerente de granja, supervisor o empleado designado proporcionará instrucciones y supervisión general. El supervisor realizará tareas de trabajo individuales diarias, tareas de equipo y tareas de la tripulación, y determinará la ubicación del trabajo y las necesidades de la operación. Los trabajadores pueden ser asignados a diferentes tareas en diferentes días.</p> <p>Personas que buscan empleo como jornaleros especializados Los solicitantes seleccionados deberán evaluar un período de prueba. El desempeño es aceptable para el empleador a su exclusivo criterio, el trabajador será despedido.</p> <p>El trabajador estacional doméstico y / o no residente empleado para llevar a cabo esta orden de trabajo que compiló satisfactoriamente la temporada de cosecha anterior puede ser compensado por encima de la tarifa por hora establecida. La decisión de pagar por encima de la tarifa por hora pronosticada será tomada por el empleador, a su exclusivo criterio, y se basará en factores que incluyen el desempeño y la tenencia del receptor. Empleados físicamente capaces de crecer y trabajar con el producto adecuado. Los términos y condiciones en la orden de trabajo se aplicarán a todos los trabajadores, nacionales y extranjeros, empleados bajo esta orden de trabajo. Si tiene un desempeño laboral excepcional se exhibe.</p>			

r. Job Offer Information 18

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<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Una copia del contrato de trabajo o una copia del ETA 790 en lugar de un contrato de trabajo, y cualquier modificación, se proporcionará al trabajador H-2A a más tardar en el momento en que el trabajador solicite la Visa, o a trabajador en el empleo correspondiente, a más tardar el día en que comienza el trabajo. Para un trabajador H-2A que pasa de un empleador H-2A a un empleador H-2A posterior, se proporcionará una copia del contrato a más tardar en el momento en que el empleador H-2A presente una oferta de empleo.</p>			